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| 1. Name of Registrant<br><br><b>ARNOLD &amp; PORTER</b> | 2. Registration No.<br><br><b>1750</b> |
|---|--|

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ Initial Statement

☐ Supplemental Statement for the period ending \_\_\_\_\_

☐ Other purpose (specify) \_\_\_\_\_

☒ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list-

**Agreement (see item 5 below)**

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

**This amendment to Registrant's Registration Statement is to give notice of a change in an Exhibit B previously filed with respect to the State of Israel. Registrant has entered into a new written agreement with respect to the foreign principal. A copy is attached.**

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## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

**March 20, 1998**

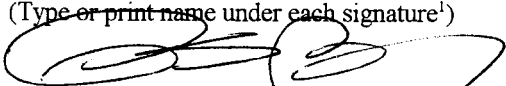
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(Type or print name under each signature<sup>1</sup>)



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**Paul S. Berger**

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

# ARNOLD & PORTER

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NEW YORK  
DENVER  
LOS ANGELES  
LONDON

December 4, 1997

Mr. Ohad Marani  
Minister for Economic Affairs  
3514 International Drive, N.W.  
Washington, D.C. 20008

Mr. Yussi Strauss  
Chief Fiscal Officer  
Government of Israel  
350 Fifth Avenue  
New York, NY 10118

Dear Ohad and Yussi:

We are very pleased that the Government of Israel, Economic Office of the Embassy of Israel (the "Embassy"), has engaged Arnold & Porter (the "Firm") to provide legal services to it in connection with Economic and Finance matters. The said services will be provided to the Economic Office at the Israeli Embassy in Washington. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

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## 1. Term

The term of this Agreement shall be for a period of one year commencing on January 1, 1998, and terminating on December 31, 1998. However, either party shall have the right to cancel this Agreement on 60 days prior written notice to the other.

## 2. Fee Calculation

The Firm will charge the GOI for our legal and monetary services on the basis of a retainer in the amount of \$6,000 per month. We will review periodically with the Embassy our actual cost experience for providing the services under this Agreement, especially during the first few months of the retainer. Based upon that review, we would consult with the Embassy to examine whether any adjustments of the services performed or of the monthly retainer amount, upward or

ARNOLD & PORTER

Mr. Ohad Marani  
Mr. Eli Zitouk  
December 4, 1997  
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downward, would be appropriate taking into consideration any budgetary restraints on behalf of the GOI.

3. Special or Separate Projects

For special or separate projects that are outside the scope of the retainer, if given to us to conduct, we would charge you at our usual and customary hourly rates in effect at the time, less a ten percent discount, exclusive of expenses.

4. Reimbursement for Expenses

The GOI shall reimburse the Firm for reasonable expenses expended by the Firm in performance of its services, not to exceed \$8,000 for the period of one year, unless otherwise approved. The said out of pocket expenses will include domestic travel and transportation expenses (including subsistence expenses while on travel); charges for long distance telephone calls; overtime secretarial charges which were prior approved; express delivery and postage charges; duplicating charges; and any special computer, data-processing or similar expenses that are beyond the capacity of the Firm's existing system. It is understood that the Firm's international travel will have to be approved by the Economic Minister prior to their execution. Any such travel so approved will be reimbursed to us and will not be subject to the \$8,000 cap. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services.

Although we do not currently contemplate taking such action, we would not contract with any consultants outside the Firm without the prior approval of the GOI.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing all such reasonable back-up documentation. All such statements are due and payable within 30 days following your receipt of them.

If you have any questions about the terms of the engagement, as described above, I hope you will feel